

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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Ivan Guacan, *on behalf of himself and others  
similarly situated in the proposed FLSA Collective  
Action,*

*Plaintiff,*

*- against -*

Hawkeye Security NY LLC, and Thomas Marcus De  
Los Santos,

*Defendants.*  
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Case No.: 22-cv-07333

**NOTICE OF ACCEPTANCE  
OF OFFER OF JUDGMENT  
PURSUANT TO  
FED.R.CIV.P. 68**

WHEREAS, pursuant Rule 68 of the Federal Rules of Civil Procedure (“Fed.R.Civ.P.”), Defendants Hawkeye Security NY LLC, and Thomas Marcus De Los Santos (collectively, the “Defendants”), having offered to allow Plaintiff Ivan Guacan (together, the “Plaintiff”) to take a judgment against the Defendants in this action in the total sum of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), payable as follows:

1. A payment in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500) (the “Initial Payment”) within fourteen (14) days of the Court’s entry of the Rule 68 Judgment;
2. Two (2) installment payments in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500) payable as follows:
  - a. \$2,500 due within thirty (30) days of the Initial Payment, and
  - b. a final payment of \$2,500 due within sixty (60) days of the Initial Payment.

WHEREAS, in the event of Defendants’ failure to make any payment when due as set forth above, the breach shall result in accelerated equal to one hundred twenty-five percent (125%) of the remaining balance in default, together with all costs and attorneys’ fees incurred by Plaintiff in connection with any efforts to enforce any Judgment, less any payments made by Defendants

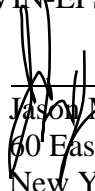
as set forth herein. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default.

WHEREAS, the total sum of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) is inclusive of reasonable attorney's fees, costs, and expenses, for Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action (the "Offer of Judgment").

WHEREAS, a true and correct copy of the Offer of Judgment is annexed hereto as **Exhibit "A"**;

NOTICE IS HEREBY GIVEN that Plaintiff's counsel hereby confirms acceptance of Defendants' Offer of Judgment.

LEVIN-EPSTEIN & ASSOCIATES, P.C.

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*Attorneys for Plaintiff*

Via ECF: All Counsel

Encl.